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Contract Database Metadata Elements

Title: **Wheatland-Chili Central School District and Wheatland-Chili Administrators Association (2012)**

Employer Name: **Wheatland-Chili Central School District**

Union: **Wheatland-Chili Administrators Association**

Local:

Effective Date: **07/01/2012**

Expiration Date: **06/30/2015**

PERB ID Number: **10720**

Unit Size: **4**

Number of Pages: **53**

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AGREEMENT

BETWEEN THE SUPERINTENDENT

WHEATLAND-CHILI CENTRAL
SCHOOL DISTRICT

AND THE

WHEATLAND-CHILI
ADMINISTRATORS ASSOCIATION

2012-2015



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Article I - Recognition

The Wheatland-Chili Central School District hereinafter called the "District," having determined that the Wheatland-Chili Administrators Association, hereinafter called the "Association," is supported by a majority of administrators in a unit composed of all professional, regularly employed, full time (ten, eleven, and twelve month) certified administrative personnel, in the administrative positions of Elementary Principal, Secondary Principal, Director of Pupil Personnel Services, and Director of Curriculum, excluding the Superintendent, has recognized the Wheatland-Chili Administrators Association as the exclusive negotiating agent within the terms of the law for the administrators in such unit, and will grant unchallenged representation to it for the maximum period permitted by law.

Article II - No-Strike

Pursuant to the provisions of Subdivision 3(b) of Section 207 of the Civil Service Law, known as the "Public Employees" Fair Employment Act," the Wheatland-Chili Administrators Association does hereby affirm that:

1. It does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.
2. This affirmation has been duly authorized by the Board of the Wheatland-Chili Administrators Association.

Any or all newly created or substantially altered administrators' positions with similar community of interests shall be included in this recognition.

Article III - Duration of Agreement

The term of this agreement by and between the District and the Association shall commence on July 1, 2009 and end on June 30, 2012.

Article IV -Negotiation Procedures

- A. Further Negotiations. It is contemplated that terms and conditions of employment provided through this agreement shall remain in effect until altered by mutual agreement in writing between the parties. The parties shall cooperate in meeting to discuss matters that may from time to time arise that are of vital mutual concern to the parties and which may not have been fully or adequately negotiated between them.
- B. Facts and Views. All reports and announcements emanating from the negotiations which may be issued to parties outside of the Association and the District shall be issued only after consultation by both parties.
- C. Proposals. It is agreed that the District and the Association shall simultaneously exchange proposals at a mutually agreed upon time.

ARTICLE V - FAIR DISMISSAL

- A. No unit member shall be dismissed or disciplined except for just cause as provided in this Article.
- B. Unit members with more than two years and one day service.
 - 1. If the District is considering the dismissal of the unit member for reasons of professional performance, the unit member, Association representative designated by the unit member, and superintendent or designee shall meet to discuss improving the unit member's performance in order to continue employment. The unit member shall be provided no less than 80 days to improve that performance.
 - 2. If the District is considering the dismissal of the unit member for reasons other than professional performance, the unit member, Association representative designated by the unit member, and superintendent or designee shall meet to discuss the reasons for considering dismissal. This meeting will take place at least seven (7) days prior to the superintendent's recommendation.
 - 3. Following the actions in "B.1." or "B.2." and if the superintendent determines that are commendation of dismissal is appropriate, the unit member shall be notified of the specific reasons for the recommendation of dismissal, with a copy to the Association President. Within ten (10) days of receipt of this recommendation, the unit member may request submission to arbitration pursuant to Article XV, Stage 3, herein; provided that the reasons for denial of tenure at the completion of the probationary term shall not be subject to arbitration.
 - 4. This procedure is the sole and exclusive method for the discipline or dismissal of such unit members.
- C. Unit members with less than two years and one day service.
 - 1. In the event that the superintendent recommends to the Board dismissal of such unit members, the unit member may, within ten (10) school days of receipt of the recommendation, request a hearing before the Board by delivery of a written request for hearing to the Clerk of the Board. The hearing will be held in executive session within ten (10) school days of the unit member's request or the Board may designate one or two members to hear the matter. Within five (5) school days of the hearing, the Board will render its written decision, and may dismiss or retain the unit member or impose a lesser penalty.

The Board's decision is not subject to Article XV, Stage 3, herein. This procedure shall be in lieu of Section 3031 of the Education Law.
- D. Any suspension pending arbitration will be with pay unless otherwise permitted under Education Law.

Article VI - Confidentiality of Personnel Discussions

- A. Every effort shall be made to insure that all discussions of the conduct, performance, and/or employment status of unit members engaged in by the superintendent and the Board of Education shall be conducted in a private and confidential manner and shall not be conducted in such a manner as to unjustly damage the professional standing of any unit member.

- B. Prior to the superintendent formally discussing with the Board of Education the conduct or performance of a unit member wherein action is desired, the superintendent shall so notify the unit member and assure that the unit member has an opportunity to present appropriate information to the superintendent for review.
- C. In the event the superintendent decides, after the above review, to formally discuss with the Board of Education the conduct or performance of a unit member, or if a Board member initiates such discussion without administrative action, the unit member shall be advised of such meeting and allowed to attend such meeting for the purpose of presenting to the Board of Education appropriate information prior to the Board's taking action.
- D. Discussions regarding the conduct, performance, and/or employment status of unit members shall be treated in a confidential manner and shall be conducted by the superintendent and/or elected members of the Board of Education.
- E. It is the intent of the parties that matters relating to the conduct, performance, and/or employment status of unit members shall not be discussed in the presence of any member of the student body of the Wheatland-Chili Central School District. This is to include any members of the student body who serve by appointment or by election as student representatives to the Board of Education.

Article VII - Seniority

- A. Seniority shall be computed from the first date of hire in the District in a position contained within the definition of the Unit (Article I).
- B. Seniority shall accumulate only while the administrator is a member of the bargaining unit. Seniority shall not be allowed to accumulate while a unit member is on an unpaid leave of absence. Unit members shall have their seniority frozen while on unpaid leave.
- C. Seniority shall be broken for any of the following:
 - 1. Discharge
 - 2. Resignation
 - 3. Failure to return from leave of absence
 - 4. At the expiration of seven (7) years from date of layoff

Article VIII - Effect on Future Changes

Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association president shall meet with the superintendent for the purpose of fully discussing and understanding such changes and resolving any differences. Should any differences remain, the Association shall have the right to meet with the Board to resolve these differences, provided a request is made within ten(10) school days after the meeting with the superintendent. When the differences are resolved, the Board and the Association agree to assist in the implementation of the change.

Article IX - Health, Life, and Dental Insurance

A. Health Insurance Plan

1. District Contribution

Effective July 1, 2012, the District shall pay 90% of the premium costs of the Blue Point 2 Value Plan. The employee shall pay the difference in premium for any other plan selected by the employee beyond the cost of Blue Point 2 Value.

Unit members who elect not to take health insurance (other than a single plan) from the District will be eligible for an annual stipend of \$5,000 (\$2,500 in January and \$2,500 in June) with proof that the member is enrolled in another health insurance plan. In the event the unit member, due to unforeseen circumstances and provided the unit member meets reenrollment eligibility requirements, requests to rejoin the District's health insurance plan, the stipend will be prorated accordingly and the unit member will be reenrolled. In the event the unit member ceases to be enrolled during the year the stipend will be prorated accordingly.

2. Plan Administration

- a. Claims information filed by a unit member shall be confidential. The District will not attempt to obtain personal identification or other information on claims except that which is currently provided by law.

B. Life Insurance

Term insurance shall be offered to all administrators in the amount of \$20,000 with the costs of such a policy to be shared equally between the District and the administrators. It should be emphasized that administrators' participation in such a plan is voluntary. If permitted by the insurance carrier, unit members may add units equal to \$10,000 at their own expense.

C. Dental Insurance

The district agrees to provide a district sponsored dental expense reimbursement program to all unit members. Effective November 1, 1992, the schedule of benefits shall be that provided by the Excellus Dental Care Program, but with 80% of the Schedule of Allowances for preventive and diagnostic services and as provided for restoration services. There is no maximum benefit on prevention and diagnostic services.

D. Flexible Benefits

The district will establish a flexible benefit program, at the discretion of and funded by the unit member for the following expenses: HMO premium, health insurance premiums, dental insurance premium, group life insurance premiums, child care expenses, out-of-pocket medical or dental expenses. The flexible benefit program will be subject to IRS approval.

105 Plan

A 105 Plan shall be established effective July 1, 2010. The District contributions to the Flexible Benefit plan will cease but employees will have the opportunity to contribute to this plan.

The district shall contribute the following to the 105 Plan:

2012-13	\$500 Family	\$300 Single
2013-14	\$500 Family	\$300 Single
2014-15	\$500 Family	\$300 Single

For the school years of 2012-2013, 2013-2014, and 2014-2015 only, the District shall contribute an additional \$500 annually into one or a combination of the following:

- 1) unit member's 105 account, or
- 2) unit member's Flexible Benefit plan.

The unit members must timely, as determined by the District, elect his/her choice in writing. Once the election for each school year has been made, it cannot be changed during that school year. At the expiration of the contract, the District's contribution will revert to a 105 Plan contribution at the \$500 Family/\$300 Single level.

E. Retirement Provision

Any unit member who is in Tier I or Tier II of the TRS and has attained the age of 55 or older, or who is otherwise eligible to retire and collect benefits, or who is in Tier III or Tier IV and attained the age of 62 or older, or who is otherwise eligible to retire and collect benefits, who also has either five (5) or more consecutive years of full time service in the capacity of an administrator in the district and a minimum of fifteen (15) years of credited service in the TRS or a minimum of 20 consecutive years of combined full-time service as a teacher and an administrator in the district, may upon his/her retirement from the district receive the following benefits under this provision:

1. The district shall annually contribute towards the premium for any of the district's health care plans elected by the retiree, individual or family, an amount equal to 85% of the premium for Blue Point 2 Select (previously Blue Choice Select). The retiree may elect coverage under any plan available to active employees but will personally incur the cost difference between such a plan and Blue Point 2 Select.
2. If the retiree has accrued sick leave upon the effective date of retirement, each block of 20 sick leave days may be applied to increase the final rate paid by the district by one year. For example if the employee retires in July, 1996 but had 40 accrued sick leave days at the date of retirement, then the district shall be obligated to pay any inflationary increases for that coverage for the next two years, and the retired employee shall not be responsible to pay for the new annual inflationary increases for that coverage until August, 1998. The maximum number of sick days that will be usable for this purpose shall be 200. Partial blocks of fewer than 20 days shall not be usable for this purpose.

When a retiree becomes eligible for Medicare coverage, the amount of the annual premium paid by the district shall be reduced by the amount of any corresponding premium reductions.

3. The retiree must be enrolled in a district health care plan at the effective date of the retirement to be eligible for any provisions of this benefit. Continuation of the benefit requires the participant to maintain enrollment in a district plan.
4. Retired employees receiving benefits from the district under this provision must remit payment in full to the district for any premium charges within sixty days of billing, or eligibility for coverage shall be rescinded. If after thirty days the district has not received

payment for premiums due, the district shall notify the retiree by registered letter of the consequences of non-payment. Also, a retiree whose spouse is covered under this provision must notify the district within 30 days of the death of that spouse or the retiree's divorce. Failure to do so will require the employee to remit the difference between single and spousal coverage, retroactive to the time of death or divorce. If the retiree shall pre-decease his or her spouse, the retiree's spouse may elect to continue single coverage, provided he/she annually remits the full premium cost to the District. No spouse may be added to the retired employee's coverage after retirement has begun. It shall be the responsibility of the retired employee or his/her spouse to notify the district of a change of address.

5. In lieu of the above adjustment to retiree health benefits in future years, a retiring administrator may accept payment of \$50 per day for each accumulated unused sick day earned while in the district's employ. No credited sick days from previous employment may be used for this purpose. The decision to use accumulated unused sick days for either purpose as specified above shall be the employee's and shall be irrevocable once made.
6. Members who retire and collect benefits from NYSTRS who have less than five years of service to the district as an administrator will be eligible to remain members of the school sponsored health insurance group provided such members pay all costs for premiums in advance in accordance with directors for so doing from the business office.

Article X - Work Year

12 Month - Employees who are scheduled to work 12 months shall be required to work a full year, less any leave entitlements. Their work year shall be 260 days less vacation, holidays, and other authorized absences.

11 Month - Employees who are scheduled to work 11 months shall be required to work from September 1 through June 30, plus 20 days during the summer, which shall be scheduled by the employee's supervisor and/or the Superintendent. Eleven-month employees shall be entitled to each of the paid holidays that 12 month employees receive between September 1 - June 30.

10 Month - Employees who are scheduled to work 10 months shall work from September 1 through June 30 and shall receive paid holidays for those holidays granted to 12 month employees that fall within their work year. Ten month employees are not required to work the vacation periods that fall within the work year.

Article XI - Vacation

Administrators appointed to 12 month positions will be granted paid vacation at the rate of four (4) weeks per year for the first year. Thereafter, an administrator shall earn one additional day per year to a total of five (5) weeks per year after the conclusion of the fifth year. If an administrator leaves the employment of the District before completing the year for which vacation has been allotted and takes more vacation than was earned for that year, the excess taken shall be deducted from the employee's vacation accrual. If the accrual is insufficient, the value of the excess vacation taken shall be deducted from the employee's last check(s).

General Vacation Provisions

Eleven and ten month administrators shall not receive paid vacation.

Vacation shall not be taken without advanced authorization by the administrator's immediate supervisor or the superintendent.

Administrators may accrue vacation. However the maximum of the vacation accrual, including days from previous years and the current vacation allotment, shall not exceed forty days. Any vacation time beyond that maximum shall be lost upon the issuance of the new annual allotment on July 1st. When an administrator leaves the employment of the district to retire or seek other employment, any accrued vacation will be paid to the employee at the rate of 1/240 of his/her current salary.

Although exceptions may be granted by the Superintendent, it is expected that vacation will usually be taken when school is not in session.

An administrator who is unable to take all of his/her vacation during the course of the school year may elect to be paid for vacation time in lieu of accruing it. Such requests may not exceed seven (7) vacation days in any one school year. Requests for payment must be submitted to the Superintendent before the end of April and will be paid in June at the rate of 1/240th of the administrator's current salary for each day requested.

Article XII - Holidays

The following holidays shall be granted as paid days when they fall within the employee's work year.

Independence Day*	Christmas Day
Labor Day	Day Before and After Christmas
Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Good Friday
Day After Thanksgiving Day	President's Day
Memorial Day	

*If holiday falls on a weekend, it can be assigned to Monday or Friday depending on Federal calendar.

Article XIII - Leaves of Absence

A. Sick Leave

1. All full time administrative unit members shall be allowed twenty days (20) sick leave for each year in the district. Days unused shall accumulate to the credit of the administrator to a maximum of two hundred twenty (220) days and shall be carried over to the following school year. The current twenty (20) day allotment of sick leave for each school year shall be added to the unused accumulated days of sick leave.
2. For serious long-term disability of more than three (3) months duration, the District shall under the following circumstances, grant the employee additional sick leave:
 - a. Upon the exhaustion of the employee's accumulated sick leave, the District shall provide additional sick leave up to an amount equal to the employee's accumulated sick leave balance at the time of onset of disability.
 - b. Such additional sick leave grant shall not in any event extend the period of disability

beyond one year.

- c. No recipient administrator shall receive more sick days than are utilized during the period of disability.
 - d. Where this plan is utilized, there shall be no interruption of salary payments during the period of disability.
 - e. A physician's report may be required by the District prior to or during the award of such benefit; if examination and report are directed to be made by the District's physician, that examination and report shall be at District expense.
- 3. When absence due to prolonged illness exceeds these provisions, additional days may be allowed at the discretion of the superintendent providing a physician's statement has been filed with the superintendent. Upon approval by the Board of Education, the administrator, in such case, shall receive his or her full salary.
 - 4. Members of the Association appointed on or after 9-1-82 by the Board of Education shall be granted 20(twenty) sick days for each year of total service in New York State public schools up to a maximum of 100 sick days.

B. Personal Business

- 1. All full time administrators shall be granted up to three (3) days per year with full pay for personal business. The personal business must be of such nature that it cannot be conducted at a time when school is not in session; i.e., appearance in court, house closing, children's college graduation, religious holidays, etc. Such leave for personal business shall not be deducted from sick leave time. Requests for personal leave shall be made in writing. Personal leave days shall not be used for hunting, fishing, shopping, or recreational purposes.
- 2. Personal days shall not be taken the day before or day after a holiday or vacation for the purpose of extending the holiday or vacation period.

C. Death or Illness in Family

In the case of death or serious illness in the immediate family, one (1) to three (3) days with full salary shall be allowed as needed for each occurrence. The total in any one year shall not exceed ten (10) days and days used shall not be deducted from sick leave. The immediate family shall be defined as mother, father, spouse, domestic partner, son or daughter, brother, sister, mother- or father-in-law, grandparents, son- or daughter-in-law, and any other person permanently residing in the home.

D. Personal Leave of Absence

A leave of absence without pay or increment may be granted for personal reasons (research, travel, study, etc.) at the discretion of the Board.

E. Childbearing and Child Rearing Leave

1. Childbearing Leave

As soon as practicable after diagnosis of a pregnancy by an administrator's doctor, or no later than six months after pregnancy, the administrator will notify the superintendent of the expected date of onset of the period of disability due to pregnancy. At a date determined by the administrator and her attending physician, the administrator may apply for and will receive a leave of absence due to disability by reason of pregnancy. Such disability leave will continue until the disability period is terminated. Administrators may elect to use all, part, or none of their accumulated sick days while on childbearing leave. If the administrator elects to use all or part of her accumulated sick days, she must so request in writing to the superintendent prior to the start of the childbearing leave. The onset and termination dates of this disability shall be determined by the administrator and her doctor. The administrator shall provide to the District the date indicated by her doctor when she can anticipate returning to her teaching responsibilities. Every effort will be made to give as much advance notice as possible of the return date.

2. Child Rearing Leave

- a. An administrator may apply for and will receive an unpaid leave of absence for the purpose of child rearing for a period of time not to exceed three (3) months. This leave will commence with the termination of childbearing leave under paragraph 1 of this section or the date of adoption of a child.
- b. An administrator will return from this leave with all rights, privileges, and benefits to which that administrator was entitled at the onset of such leave provided the administrator submits thirty (30) days advance written notice to the District of the intent to return. The District may waive this notice upon the request of the administrator. Such waiver will not be unreasonably withheld.
- c. Up to three (3) days with pay may be taken by a unit member for the legal proceedings associated with the administrator's adoption of a child.

E. Military Leave

Military leave shall be granted to any administrator as provided by military law.

Article XIV - Sabbatical Leave

The District may grant one (1) Sabbatical Leave each year for the purpose of study, travel, or other educational activities, after recommendation by the superintendent and approval by the Board. In order to be eligible to apply for and receive a sabbatical leave, an administrator shall meet the following criteria:

1. The administrator shall have completed five (5) years of continuous service in the district.
2.
 - a. The course of study shall lead to an advance degree for which the administrator is enrolled, or
 - b. The course of study, travel, or educational activity would offer some immediate benefit to the district.

A Sabbatical Leave shall consist of a paid leave of absence for a full school year at half-pay or a paid leave of absence for a half-school year at full pay.

Applications shall be due on January 1 of the year preceding the proposed leave. Written notification of the grant or denial shall be made to all applicants by March 1 of the year preceding the proposed leave.

The screening committee shall be made up of two Board members, the superintendent, and one (1) representative appointed by the president of the Association.

The unit member selected agrees to complete two (2) years service to the District upon return from Sabbatical Leave or to return that portion of the two (2) years service obligation not completed. This requirement may be waived by the mutual agreement of the District and the unit member.

Article XV - Grievance Procedure

A. Definitions

1. Grievance shall mean any claimed violation, misinterpretation, or inequitable application of the specific provisions of this agreement.
2. Chief School Officer is the Superintendent.
3. Aggrieved Party shall mean the Association and/or any person or group of persons in the bargaining unit filing a grievance.
4. Party in Interest shall mean any person named in a written grievance who is not the aggrieved party.

B. Procedures

1. All grievances shall be rendered in writing and shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, and the time when and the place where the alleged events or conditions constituting the grievance occurred. The grievance shall be signed by the aggrieved party.
2. All decisions shall be rendered in writing at each step of the grievance.
3. Nothing contained herein shall be construed as limiting the right of any aggrieved party to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted, providing that the adjustment is not in violation of the terms of the Agreement.
4. Grievance hearing shall be conducted at a time mutually convenient to the parties.
5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records, other than confidential placement folders, concerning the alleged grievance.
6. Use of these procedures shall not be for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

C. Time Limits

1. Any grievance shall be deemed waived unless such grievance is presented to the first available stage within thirty (30) school days after the administrator knew or should have

known of the act or condition on which the grievance is based.

2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this agreement shall be barred. If the District fails to respond to any grievance within the time limits specified herein, the grievance shall automatically go the next level. The time limits specified for either party may be extended only by mutual agreement.

D. Stage 1

1. Within five (5) business days from the date the written grievance is received, the Chief School Officer shall have a hearing with the Aggrieved Party and a representative, if any.
2. No later than the end of the fifth school day following the day of the hearing, the Chief School Officer shall render his/her decision thereon, in writing and present it in duplicate, to the aggrieved party.

Stage 2

1. If the aggrieved party is dissatisfied with the decision at Stage 1, the grievant may, within ten (10) business days of the date the aggrieved party received the Stage 1 decision, submit the grievance to the Board of Education.
2. The Board shall, within fifteen (15) business days of the day the written appeal was received, hold a hearing with the aggrieved party and an Association representative, if any. If either party requests it, the hearing shall be held in executive session.
3. No later than the end of the fifth school day following the close of the hearing, the Board shall render its decision thereon, in writing, and present it, in duplicate, to the aggrieved party.

Stage 3 - Arbitration

1. If the Association is dissatisfied with the decision of Stage 2, the Association on behalf of the grievant may, within ten (10) business days of the date the aggrieved party received the Stage 2 decision, submit the matter to arbitration through the American Arbitration Association. Notice of intent to arbitrate must be in writing and sent to the Chief School Officer.
2. The selection of an arbitrator and the conduct of the arbitration proceedings shall be in accord with the rules established by the AAA.
3. The decision of the arbitrator shall be final and binding on all parties.
4. Submission of any grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
5. The costs for the services of the arbitrator, including expenses, if any, shall be shared equally by the District and the Association.
6. Administrators directly involved or who are needed as witnesses in arbitration hearings held during the regular school day shall be released with full pay.

7. The cost of fees of any person(s), whether employees of the District or not, called as a witness or used to represent any interested party shall be borne by the party calling or employing such person.
8. The Arbitrator shall have no authority to add to, subtract from, or in any manner, alter the specific terms and provisions of this contract or to make any award requiring the commission of any act prohibited by law or violate any of the terms and provisions of the contract. The Arbitrator is authorized to decide only the issue(s) submitted to him.
9. The Arbitration Award shall be delivered to both parties within thirty (30) days of the date the record was closed.

Article XVI - Rights and Privileges

- A. **Use of Facilities.** All building facilities shall be available for Association business as stated below:
 1. At the beginning of the school year, the president of the Association shall submit a list of regularly scheduled Association meetings for the school year. Such list shall include dates, times, and places. If the facilities are available, they may be used by the Association for Association meetings at no cost.
 2. In the event of emergency meetings, the president shall inform the superintendent concerning the date, time, and place as soon as he/she is aware of the need. The superintendent shall determine if the facilities are available.
 3. The Association shall be responsible for the facilities the same as any other user organization.
- B. **Released Time for Official Hearings and Investigations.** Members of the Association who are required to appear as witnesses and petitioners for officially called hearings and investigations pertaining to negotiations, grievance processing, and/or any official business arising under the Taylor Law shall be permitted released time with full compensation.
- C. **Board Minutes.** Minutes of the Board of Education meetings shall be distributed to the Association president prior to the next Board meeting.

Article XVII - Confidentiality and Accessibility of Records

- A. Confidentiality of evaluation records shall be maintained. No copy shall be available for inspection by a third party without permission of both parties, unless used in a fair dismissal procedure, court proceedings, or the commissioner's hearings. (Third party shall be defined as those other than school administrators and his/her representative.) The Board of Education shall have access to such records in accordance with its rights under Educational Law and the terms of this agreement.
- B. Individual unit members shall have the right to access, with representative(s) of his/her choice, to all materials contained in any and all records and/or files maintained by the District that pertain to

the unit member's employment. Further, the unit members shall have the right to copy all materials contained in such files and/or records.

- C. No material shall be added to a unit member's official district personnel file without the Administrator's knowledge. Administrators shall indicate that they have seen any material filed by adding their signature. This signature shall not indicate agreement with the contents. Administrators have the right to written rebuttal of any and all documents contained in their official district personnel file.

Article XVIII - Compensation for Injury

- A. All administrators are covered by Worker's Compensation Insurance which protects them in case of accidents while on duty. In the event of such an accident, the administrator should immediately notify the superintendent so that the proper forms may be executed by the school authorities and attending physician.
- B. Whenever a regularly employed administrator is absent from his/her employment and unable to perform his/her duties as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment, and the administrator has not been personally negligent with reference to the incident, he/she will be paid his/her full salary during his/her absence but not to exceed six (6) months. The amount of any weekly Worker's Compensation award made for temporary disability due to said injury will be paid to the Board in full by the employee and no part of such absence will be charged to his/her annual or accumulated sick leave. In any event, and Worker's Compensation award made for a permanent disability due to such injury will be retained by the unit member.
- C. The District will reimburse administrators 100% of the cost of replacing or repairing dentures, eyeglasses, hearing aid, or similar bodily appurtenances not covered by Worker's Compensation which are damaged or destroyed as a result of an injury sustained in the course of the administrator's employment, when the administrator has not been personally negligent with reference to the incident. Such incident must be reported within two(2) days of the loss.

Article XIX- Deductions

The District shall make such deductions from the salaries of its employees permissible by law as may be requested by said employees from time to time, including but not limited to insurances, tax sheltered annuities, membership dues, U.S. savings bonds, and credit unit obligations. It shall be the individual responsibility of each employee to inform the District of the desired deductions and to fill out and sign the necessary forms.

Article XX –Miscellaneous

- A. Savings Clause: If any provisions of this Agreement or any application of the Agreement to any administrator or group of administrators shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Physical Examination

1. Unit members who have a physical exam and submit the results of such exam to the District shall be reimbursed the costs of such physical exam up to a maximum of \$100. The physical exam shall be solely at the discretion of the unit member. Unit members may exercise the reimbursement benefit once only in a period of three (3) years.
2. The cost of physical exams required by the District shall be borne by the District.

C. Staff Appointments. The superintendent shall recommend that all full-time professional administrative positions be filled with certified individuals, subject to the approval of the Board of Education.

D. Mileage Allowance. Mileage costs incurred by an administrator in the performance of job duties that require the administrator to use his/her vehicle to attend meetings, etc. during the course of the work day shall be compensated upon the submission of a claim voucher at the IRS rate.

E. Professional Growth. Administrators are expected to take steps as professional people to improve their administrative competency and to grow in technical skill and teaching stature. In addition to professional growth or in-service education opportunities sponsored by the school district, administrators are expected to participate in appropriate professional activities as part of their own professional growth program. Expenses incurred at professional meetings, conferences, workshops, or costs for professional materials which are of interest to administrators and meet some need of the school district may be reimbursed by District funds, provided prior approval of the superintendent has been granted.

F. School Calendar. The Association will be consulted in the preparation of the school calendar with the understanding that the school calendar is the responsibility of and subject to change by the Board of Education.

G. Professional Fees. The district shall annually pay each administrator up to \$500 for job-related professional memberships for organizations other than those devoted to labor relations.

H. Tuition Reimbursement. A bank of \$20,000 per year would be set aside for tuition reimbursement. Unit members must make requests in writing to the unit president to assure that equitable distribution of courses has been established among unit members for that year. After the unit president has conferred with the unit and has agreed on the requests, the unit members may submit for superintendent approval. It is required that the administrator shall in advance of enrollment seek the superintendent's authorization to take a specific course. The superintendent shall make that determination based upon the relationship of the course to either the responsibilities of the administrator and/or to the requirements of the administrator's degree requirements. If available, the administrator shall utilize a tuition voucher to offset the district's cost.

If a unit member does not remain employed by the district for at least one year beyond the year in which he/she completes two or more courses at the district's expense, the unit member must reimburse the district for any and all course tuitions beginning with the second course and beyond.

XXI - Compensation

Components

- A. Effective July 1, 2012 (or as soon as practicable following ratification of this agreement if agreement is not ratified by that date), all full-time unit members returning for the 2012-2013 school year will receive a guaranteed 2.5% increase from their 2011-2012 salary (salary only).
- B. Effective July 1, 2013, all full-time unit members returning for the 2013-2014 school year will receive a guaranteed 2.5% increase from their 2012-2013 salary (salary only).
- C. Effective July 1, 2014, all full-time unit members returning for the 2014-2015 school year will receive a guaranteed 2.5% increase from their 2013-2014 salary (salary only).
- D. Potential increase of an additional 1% based on Multidimensional Principal Performance Rubric (Appendix I) based on two goals (1/2% per goal attainment). Percentage increases for goal attainment shall be based on the contract in effect at the time of the establishment of such goals and shall be determined no later than June 15.

Such goals shall not be factored into the Annual Professional Performance Review of Administrators covered by this Agreement.

- Goals to be mutually agreed upon by administrator and superintendent.
- Goals to be established by July 1 of the current school year.
- Each goal will contain a written goal statement and indicators of goal attainment.
- A mid-year update on progress on goals to be provided to superintendent by each unit member.
- By June 15, year-end evaluation of goal attainment to occur.
- Responsibility of unit member to provide evidence and documentation of goal attainment.
- If a factor out of the unit member's control hinders the attainment of goal, the situation will be discussed and the performance value will be determined.

E. Longevity:

After three (3) years of administrative service with the District: \$1,500 longevity payment (added to base beginning with the 4th year of service);

After five (5) years of administrative service with the District: \$2,000 longevity payment (added to base beginning with the 6th year of service);

After nine (9) years of administrative service with the District: \$2,000 longevity payment (added to base beginning with the 10th year of service); and

After twelve (12) years of administrative service with the District: \$3,000 stipend (one-time payment made at the beginning of the 13th year of service).

Article XXII - Vacancies

The superintendent shall give to each member written notice of any vacancy which occurs in any existing administrative position or which occurs as the result of the creation of a new administrative position within the district.

Article XXIII – Evaluation

APPR Plan (pursuant to Education Law 3012-c, as amended by Chapter 21 of the laws of 2012).

Annual Review. The APPR Plan will be reviewed annually by the APPR Committee, consisting of the Superintendent and two (2) administrative members.

Training for Evaluators and Staff. Any evaluator who participates in the evaluation of teachers for the purpose of determining an APPR rating shall be fully trained and/or certified as required by Education Law §3012-c and the implementing Regulations of the Commissioner of Education prior to conducting a teacher evaluation. Any evaluation or APPR rating that is determined in whole or in part by an administrator or supervisor who is not fully trained and/or certified to conduct such evaluations shall, upon appeal by the subject of the evaluation or APPR rating, be deemed to be invalid and shall be expunged from the teacher's record and will be inadmissible as evidence in any subsequent disciplinary proceeding. The invalidation of an evaluation or APPR rating for this reason shall also preclude its use in any and all other employment decisions.

All professional staff subject to the District's APPR will be provided with an orientation and/or training on the evaluation system that will include: a review of the content and use of the evaluation system; the NYS Teaching Standards; and the District's teacher practice rubric, forms and the procedures to be followed consistent with the approved APPR plan and associated contractual provisions. All training for current staff will be conducted prior to the implementation of the APPR process. For newly hired staff, training will be conducted prior to the first day of classes for students of each subsequent school year.

OTHER MEASURES OF EFFECTIVENESS (60 points):

Rubric: Multidimensional Principal Performance Rubric, attached as **Exhibit J**.

- 60 points shall be based on a broad assessment of principal leadership and management actions, incorporating two observations, one of which will be unannounced.
- Evidence will be gathered from all components of Domains 1 through 6 through observation and structured review of evidence collected by principal.

Definitions:

Unannounced observation:

- Observation without prior notice and post-observation conference
- Opportunity for one refusal that will be documented

Formal observation:

- Observation with prior notice; Formal observation shall consist of pre-observation conference, observation, and post-observation conference

Video as an option (not required):

- Principal will video observation; Video observation will consist of Principal created video, video submission conference (meeting to discuss the video prior to the Principal viewing), and post-observation conference

Walkthroughs:

- Brief announced or unannounced observation of principal's leadership and management actions to gather evidence of proficiency in APPR components

Pre-observation and post-observation forms attached as **Exhibit A** will be utilized to guide the discussion between the Superintendent and Principal of the collected evidence.

Protocols:**Observations for Tenured or Probationary Staff:**

- Two observations
 - One unannounced observation
 - One formal observation; could substitute this observation through video
- Minimum of one walkthrough

Length of Formal and Unannounced observations:

- Not to exceed 60 minutes.

Scheduling:

- One formal or unannounced observation per semester.
- Written observation reports will be written and provided to Principal within ten school days after observation (see format attached as **Exhibit B**).

Scoring of rubric:

- In situations where more than one rubric score is noted through formal and informal observations, the final rubric score for each component will be the last component rating earned during school year.

Structured Review:

A structured review in the form of a midyear review of other evidence will occur between January 1 and 15 with Superintendent.

Allocation of Points:

Principals will earn a rubric score of four, three, two, or one based on evidence collected and the alignment of the evidence with the Multidimensional rubric. Depending on the nature of the evidence, it is possible for Principals to earn half step scores. In other words, if evidence supports part of the “level three” rubric language and part of the “level four” rubric language, Principals are able to earn a score of 3.5. The scores are defined as follows:

Four = Highly Effective

Three = Effective

Two = Developing

One = Ineffective

Principal scores will be collected on the attached form throughout each school year. The highest score in each component will be recorded as part of the year-end evaluation (see format attached as **Exhibit C**). Principal will meet with Superintendent between May 1 and 15, to review evidence collected to support proficiency in the components of the Multidimensional rubric. Superintendent will provide Principal with a written year-end evaluation no later than June 15.

Domain 1: Shared Vision of Learning		Domain 2: School Culture and Instructional Program	
	Rubric Scores		Rubric Scores
1a. – Culture		2a. Culture	
1b – Sustainability		2b. Instructional Program	
		2c. Capacity Building	
		2d. Sustainability	
		2e. Strategic Planning Process	
Domain 1 Rubric Scores	/2	Domain 2 Rubric Scores	/5
Domain 1 Average		Domain 2 Average	
Domain 3: Safe, Efficient, Effective Learning Environment		Domain 4: Community	
3a. Capacity Building		4a. Strategic Planning Process: Inquiry	
3b. Culture		4b. Culture	
3c. Sustainability		4c. Sustainability	
3d. Instructional Program			
Domain 3 Rubric Scores	/4	Domain 4 Rubric Scores	/3
Domain 3 Average		Domain 4 Average	
Domain 5: Integrity, Fairness, Ethics		Domain 6: Political, Social, Economic, Legal and Cultural Context	
5a. Sustainability		6a. Sustainability	
5b. Culture		6b. Culture	
Domain 4 Rubric Scores	/2	Domain 3 Rubric Scores	/2
Domain 4 Average		Domain 3 Average	

Domains	Average (from above)
1. Shred Vision of Learning	
2. School Culture and Instructional Program	
3. Safe, Efficient, Effective Learning Environment	
4. Community	
5. Integrity, Fairness, Ethics	
6. Political, Social, Economic, Legal and Cultural Context	
Subtotal	
Divide by the number of Domains (divided by 6)	
FINAL RUBRIC SCORE	

The Overall Rubric Average will be converted to a value on a 60-point scale as well as a HEDI rating using the following conversion chart:

Overall Rubric Average	HEDI	60-0 Point Distribution by Rating Category
Highly Effective 60-59		
4.000	H	60.00
3.900 – 3.999	H	59.80
3.800 – 3.899	H	59.60
3.700 – 3.799	H	59.40
3.600 – 3.699	H	59.20
3.500 – 3.599	H	59.00
Effective 58-57		
3.400 – 3.499	E	58.00
3.300 – 3.399	E	57.89
3.200 – 3.299	E	57.78
3.100 – 3.199	E	57.67
3.000 – 3.099	E	57.56
2.900 – 2.999	E	57.44
2.800 – 2.899	E	57.33
2.700 – 2.799	E	57.22
2.600 – 2.699	E	57.11
2.500 – 2.599	E	57.00
Developing 56-50		

Overall Rubric Average	HEDI	60-0 Point Distribution by Rating Category
2.400 – 2.499	D	56.00
2.300 – 2.399	D	55.33
2.200 – 2.299	D	54.67
2.100 – 2.199	D	54.00
2.000 – 2.099	D	53.33
1.900 – 1.999	D	52.67
1.800 – 1.899	D	52.00
1.700 – 1.799	D	51.33
1.600 – 1.699	D	50.67
1.500 – 1.599	D	50.00
Ineffective 49-0		
1.400 – 1.499	I	49.00
1.392 – 1.399	I	48.00
1.384 – 1.391	I	47.00
1.376 – 1.383	I	46.00
1.367 – 1.375	I	45.00
1.359 – 1.366	I	44.00
1.351 – 1.358	I	43.00
1.343 – 1.350	I	42.00
1.335 – 1.342	I	41.00
1.327 – 1.334	I	40.00
1.318 – 1.326	I	39.00
1.310 – 1.317	I	38.00
1.302 – 1.309	I	37.00
1.294 – 1.301	I	36.00
1.286 – 1.293	I	35.00
1.278 – 1.285	I	34.00
1.269 – 1.277	I	33.00
1.261 – 1.268	I	32.00
1.253 – 1.260	I	31.00
1.245 – 1.252	I	30.00
1.237 – 1.244	I	29.00
1.229 – 1.236	I	28.00
1.220 – 1.228	I	27.00
1.212 – 1.219	I	26.00
1.204 – 1.211	I	25.00
1.196 – 1.203	I	24.00
1.188 – 1.195	I	23.00

Overall Rubric Average	HEDI	60-0 Point Distribution by Rating Category
1.180 – 1.187	I	22.00
1.171 – 1.179	I	21.00
1.163 – 1.170	I	20.00
1.155 – 1.162	I	19.00
1.147 – 1.154	I	18.00
1.139 – 1.146	I	17.00
1.131 – 1.138	I	16.00
1.122 – 1.130	I	15.00
1.114 – 1.121	I	14.00
1.106 – 1.113	I	13.00
1.098 – 1.105	I	12.00
1.090 – 1.097	I	11.00
1.082 – 1.089	I	10.00
1.073 – 1.081	I	9.00
1.065 – 1.072	I	8.00
1.057 – 1.064	I	7.00
1.049 – 1.056	I	6.00
1.041 – 1.048	I	5.00
1.033 – 1.040	I	4.00
1.024 – 1.032	I	3.00
1.016 – 1.023	I	2.00
1.008 – 1.015	I	1.00
1.000 – 1.007	I	0.00

Scoring Band – Other Measures of Effectiveness:

Highly Effective: 60 through 59 4.000 – 3.500

Effective: 58 through 57 3.499 – 2.500

Developing: 56 through 50 2.499 – 1.500

Ineffective: 49 through 0 1.499 – 1.000

For a Highly Effective rating, Principals are unable to score “1” or “2” in any category. For an Effective rating, Principals are unable to score “1” in any category.

Other Administrative Staff.

Other Administrative Staff covered by this Agreement for the purposes of annual evaluation are Directors.

Allocation of Points:

Other Administrative Staff will earn a rubric score of four, three, two, or one based on evidence collected and the alignment of the evidence with the Multidimensional rubric. Depending on the nature of the evidence, it is possible for Other Administrative Staff to earn half step scores. In other words, if evidence supports part of the “level three” rubric language and part of the “level four” rubric language, Other Administrative Staff are able to earn a score of 3.5. The scores are defined as follows:

Four = Highly Effective
Three = Effective
Two = Developing
One = Ineffective

Other Administrative Staff scores will be collected on the attached form throughout each school year. The highest score in each component will be recorded as part of the year-end evaluation. Other Administrative Staff will meet with Superintendent between May 1 and 15, to review evidence collected to support proficiency in the components of the Multidimensional rubric. Superintendent will provide Other Administrative Staff with a written year-end evaluation no later than June 15.

The HEDI rating and 60-point conversion for the Other Administrative Staff will be for District use only, as these scores are not currently required for State Education Department submission.

STUDENT GROWTH ON STATE ASSESSMENTS/GROWTH USING COMPARABLE MEASURE (20 points):

Student Growth on State Assessments or Growth Using Comparable Measures will only impact Principals under this Agreement, and will not impact Other Administrative Staff as noted above.

There are two Principals in the District, each with 30-100% of students covered by State-provided growth measures. Therefore, Principals will receive a growth score from the State Education Department for the full Growth component score of their evaluation.

In the event that a Principal has less than 30% of students covered by State-provided growth measures, the following protocols will apply.

District Decisions – Student Learning Objectives:

1. Assess and identify district priorities and academic needs.

- District priorities and academic needs will be established by Superintendent in collaboration with principals, based on data from prior school year.
 - October 1
2. Identify who will have State-provided growth measures and who must have SLOs as “comparable growth measures.”
 - See attached **Exhibit D**, “*District-Wide Teacher Evaluation Process*.”
 - Class rosters will be reviewed to identify the number of SLOs to be created per Teacher.
 - Principal SLOs will be based on school-wide student growth results on State assessments for ELA and Mathematics.
 - Additional SLOs will be created until at 30% of students in the Principal’s school are covered.
 - SLOs will be set with the grade(s) and course(s) that have the largest number of students until 30% of students in the Principal’s school are covered.
 3. Determine district rules for how specific SLOs will get set.
 - Teachers of all content areas will utilize BOCES developed assessments for pre-and/or post-assessments where a New York State assessment is not in existence.
 - All Principals will review pre-assessment data and establish individual student target scores based on pre-assessment scores, representative of appropriate student growth.
 4. Establish expectations for scoring SLOs and for determining Principal ratings for the growth component.
 - District will determine and communicate expectations for student learning growth relative to baseline scores and will specify how Principals will be awarded HEDI ratings and earn from 0-20 points based on the results obtained, consistent with State Regulations and guidance. See **Exhibit E**, “*Student Learning Objectives*,” and **Exhibit F**, “*SLO Data Collection*.”
 5. Determine district-wide processes for setting, reviewing, and assessing SLOs in schools
 - Conference Day will be scheduled in August for review of data from prior year to determine whether instructional improvement in greatest areas of need occurred.
 - Pre-assessments will be administered in September.
 - Conference Day will be scheduled the first week of October for review of data from pre-assessment to identify greatest areas of need for development of SLOs.
 - Superintendent will work collaboratively with Principals to establish targets for SLOs aligned with District priorities and academic needs. SLOs will be established no later than October 15.
 - SLO workshop will be delivered to Principals to support SLO creation process.
 - SLO Rubric designed by Monroe #2 BOCES will be utilized by Principals in creation of SLOs.
 - Superintendent will meet individually with Principals to establish targets and complete SLOs.

- Superintendent will review SLOs with Principals to ensure alignment with District priorities and academic needs, and adjustments will be made if needed (no later than October 30).
- Structures will be created to ensure that assessments are secure.
- Scoring of SLO assessment will be supervised by the District's Data Manager and will comply with District scoring protocols, ensuring that assessments are not scored by Principals and principals with vested interests in outcome.

Scoring Band – Growth Using Comparable Measure:

SLO Points	HEDI Rating	% of Students Meeting SLO Target
Highly Effective 20-18		
20	H	97.00 – 100.00
19	H	92.50 – 96.99
18	H	85.00 – 92.49
Effective 17-9		
17	E	84.00 – 84.99
16	E	81.63 – 83.99
15	E	79.25 – 81.62
14	E	76.88 - 79.24
13	E	74.50 – 76.87
12	E	72.13 – 74.49
11	E	69.75 – 72.12
10	E	67.38 – 69.74
9	E	65.00 – 67.37
Developing 8-3		
8	D	64.00 – 64.99
7	D	62.20 – 63.99
6	D	60.40 – 62.19
5	D	58.60 – 60.39
4	D	56.80 – 58.59
3	D	55.00 – 56.79
Ineffective 2-0		
2	I	54.00 – 54.99
1	I	27.00 – 53.99
0	I	0.00 – 26.99

Calculation of Scores for Principals with Multiple Student Learning Objectives:

	SLO #1	SLO #2	SLO #3	TOTALS
# of students	___ students	___ students	___ students	___ total students
Results of SLO (points)	/20	/20	/20	
Weight of each SLO proportionately (students/total students)	___ students/___ total students = ___%	___ students/___ total students = ___%	___ students/___ total students = ___%	
Proportional Points (SLO points times %)	___ points	___ points	___ points	___ total points

HEDI Score: _____

Highly Effective: 20-18

Effective: 17-9

Developing: 8-3

Ineffective: 2-0

LOCALLY-SELECTED MEASURE OF STUDENT ACHIEVEMENT (20/15 points):

Locally-Selected Measures of Student Achievement will only impact Principals under this Agreement, and will not impact Other Administrative Staff as noted above.

The locally-selected measure will be based on a growth score to be computed and based on a measure of student performance over time on the SED third-party approved assessment, STAR assessment for K-12 ELA. All K-12 students will take a baseline assessment during September, and individual growth targets will be established for each student in a Principal's school. All Principals will support teachers in the infusion of literacy and comprehension strategies into the instruction of their content area to assist students in accessing informational text. A HEDI rating on the locally-selected measure will be established based on the percentage of students in the Principal's school that met the established individual target, as evidenced by the post-assessment to occur prior to June 1. See **Exhibit G** for "*Locally-Selected Measure – Data Collection Tool.*"

Scoring Band – Locally-Selected Measure (based on 20 points) with State-Provided Growth Measures or Other Comparable Measures (based on 20 points):

Points for Locally Selected Measure	HEDI Rating	% of Students Meeting Target
Highly Effective 20-18		

20	H	97.00 – 100.00
19	H	92.50 – 96.99
18	H	85.00 – 92.49
Effective 17-9		
17	E	84.00 – 84.99
16	E	81.63 – 83.99
15	E	79.25 – 81.62
14	E	76.88 – 79.24
13	E	74.50 – 76.87
12	E	72.13 – 74.49
11	E	69.75 – 72.12
10	E	67.38 – 69.74
9	E	65.00 – 67.37
Developing 8-3		
8	D	64.00 – 64.99
7	D	62.20 – 63.99
6	D	60.40 – 62.19
5	D	58.60 – 60.39
4	D	56.80 – 58.59
3	D	55.00 – 56.79
Ineffective 2-0		
2	I	54.00 – 54.99
1	I	27.00 – 53.99
0	I	0.00 – 26.99

Scoring Band – Locally-Selected Measure (based on 15 points) with State-Provided Value Added Measure (based on 25 points):

Points for Locally Selected Measure	HEDI Rating	% of Students Meeting Target
Highly Effective 15-14		
15	H	92.50 – 100.00
14	H	85.00 – 92.49
Effective 13-8		
13	E	84.00 – 84.99
12	E	80.20 – 83.99
11	E	76.40 – 80.19
10	E	72.60 – 76.39
9	E	68.80 – 72.59
8	E	65.00 – 68.79
Developing 7-3		
7	D	64.00 – 64.99

6	D	61.75 – 63.99
5	D	59.50 – 61.74
4	D	57.25 – 59.49
3	D	55.00 – 57.24
Ineffective 2-0		
2	I	54.00 – 54.99
1	I	27.00 – 53.99
0	I	0.00 – 26.99

PRINCIPAL IMPROVEMENT PROCESS.

Upon rating a Principal as Developing or Ineffective through an annual professional performance review, the District will formulate and commence implementation of a Principal Improvement Plan (PIP) for that Principal or Other Administrative Staff. The PIP must be in place for administrators with a Developing or Ineffective rating within ten school days from the opening of classes for students in the school year following the performance year.

Development of Improvement Plans.

1. The Unit President will be advised of the names of Developing or Ineffective unit members no later than the opening day of classes for students.
2. Improvement Plans are intended to assist unit members with professional performance. There may be circumstances outside the formal evaluation process that may warrant the construction and implementation of a PIP and nothing within this document shall, or is intended to, restrict the administration's right to develop and implement a PIP in other appropriate circumstances and times. In such instances, the Unit President will be advised of the name of the unit member for which a PIP will be developed.
3. Improvement plans required by Education Law 3012-c and any implementing regulations, must be implemented with ten (10) school days from the opening of classes for students in the new school year. The initial meeting for such improvement plans shall occur no later than five (5) school days after the start of the new school year.
4. All improvement plans are to be collaboratively developed by the unit member and Principal(s). The unit member may bring a Unit representative or designee to the meeting(s) to assist in the development of the improvement plan.
5. The process for developing an improvement plan should be a helpful, professional conversation, where the parties collaboratively identify possible solutions to concerns and decide upon resources that will assist the unit member.
6. The improvement plan will be drafted by the Superintendent and submitted to the unit member and the Unit president or designee for their review within three (3) of the initial

meeting. Thereafter, the unit member and the Principal (and Unit representative, if requested) will refine and finalize the improvement plan within two (2) school days after receipt of the PIP draft from the Principal.

7. The parties will collaboratively create an improvement plan utilizing the template provided in the APPR attached to the agreement as **Exhibit H**. The improvement plan should include the following:

- i. Identification of the specific concerns(s) including specific standards-based goals.
- ii. Evidence of growth/change, as identified by the parties.
- iii. Timeline for accomplishing the growth/change, with benchmarks and checkpoints.
- iv. Signatures of agreement by the unit member and Principal(s) for the content of the improvement plan.
- v. Identification of resources and strategies to assist the unit member in the growth/change effort.

8. Improved performance by the unit member is the desired result of an improvement plan.

APPEALS OF ANNUAL PERFORMANCE EVALUATIONS.

1. APPR Subject to Appeal Procedure.

Any unit member aggrieved of an annual professional performance review with an Ineffective or Developing rating, or an Ineffective or Developing APPR component score where agreement cannot be reached, may use the following procedure. The appeal shall not be grievable under the grievance procedure of the parties' Collective Bargaining Agreement or in any other forum, including state or federal courts.

2. Grounds for an Appeal.

An appeal may be filed based upon one or more of the following grounds:

- a. The substance of the Principal's annual professional performance review.
- b. The District's failure to adhere to the standards and methodologies required for:
 - i. the annual professional performance review under Education Law §3012c,
 - ii. applicable rules and regulations of the Commissioner of Education, or
 - iii. the procedures negotiated with the Unit for the annual professional performance review.
- c. The District's issuance or implementation of a Principal Improvement Plan (PIP) issued pursuant Education Law §3012c.

- d. Score of Developing of Ineffective on an APPR component where agreement between the unit member and Superintendent cannot be reached.

3. Notification of the Appeal.

In order to be timely, the appeal shall be submitted, in writing within five school days after the Principal has received the composite effective score and overall rating from the District, within five school days after being issued a PIP, within five school days after a unit member knew or should have known about a concern related to PIP implementation, or within five school days after a unit member knew or should have known about a concern related to a developing or ineffective APPR component rating. Notwithstanding these filing requirements, if a Principal has any concern related to the annual evaluation performed by the District or rating for the annual evaluation, or the local growth measure points or rating, the Principal must provide written notice of such concern within five school days of receiving the information from the District. If a Principal fails to provide this written notice he/she will have waived any right to an appeal after receipt of the composite score/rating. The form attached as **Exhibit I**, “*Annual Professional Performance Review – Appeal Request*,” may be used to provide notice.

The date the composite effective score/rating is first received by the Principal shall be deemed the date the five school day period commences the Principal’s time to submit an appeal. An appeal must be personally delivered by the Principal or the Unit representative to the appeal recipient as set forth in Section 4a below. Any appeal not submitted within this timeframe shall be deemed waived and not subject to review in any other forum.

4. Decisions on Appeal and Appeal Process.

- a. An appeal of an annual performance review conducted by the Superintendent shall be submitted to and decided the District Superintendent (or designee) of Monroe 2-Orleans BOCES. The decision of the District Superintendent or designee shall be final and binding, and there shall be no further appeal to any other authority, including, but not limited to, the Commissioner of Education, State or Federal courts, the Public Employment Relations Board (“PERB”) or the contractual grievance/arbitration procedure set forth within the Collective Bargaining Agreement.
- b. The appeal shall specify all the grounds upon which the appeal is being made and must be from the grounds stated in Section 2 above. Under no circumstance shall a Principal be permitted to submit more than one appeal annually for a Developing or Ineffective composite score rating. Any ground not included in the Principal’s original appeal document shall be deemed waived and unappealable.
- c. The District Superintendent (or designee) shall render a final written decision on the appeal within five (5) calendar days (excluding weekends and national holidays) after the appeal is received. This decision will be delivered to the Principal and the applicable supervisor and the decision, appeal, and supporting documents, if any, shall be placed in the Principal’s personnel file.

All appeals will be conducted on the papers with no hearing. The Principal shall have the burden of sustaining the ground(s) upon which the appeal is based with all supporting documentation upon which the Principal relies in support of the appeal.

d. In the event there is a conflict between the above and any provision of the Collective Bargaining Agreement between the District and the Unit, the terms of this Appeal Procedure shall apply.

5. Miscellaneous.

a. In the event the law changes by any means, including by legislation or court decision/order, the District and Unit President shall meet with 15 days of the date such change is enacted to discuss revisions to this procedure.

b. The parties further agree to add a new Section to the Grievance Procedure of the Collective Bargaining Agreement stating as follows:

“Nothing regarding the APPR language or APPR/PIP Appeal Procedure shall be grievable under this Article. The Association and District intend and agree that any and all matters pertaining to the APPR/PIP process shall not be subject to the contractual grievance/arbitration procedure.”

Article XXIV-Duration

Except as otherwise provided, this agreement shall be effective July 1, 2012, and it shall continue in full effect through midnight, June 30, 2015, and each year thereafter unless amended by the parties. In the event either party wishes to amend this agreement, written notice to the party shall be given not later than December 15 immediately preceding termination of the agreement. Amendments resulting from such negotiation shall be effective the following July 1 or at such time as may be mutually agreeable to the parties. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

For the Association:_____ Date:_____

For the District:_____ Date:_____

APPENDIX I

Exhibit A.1 WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT Pre-Observation Form

Principal _____

Date _____

Grade Level(s) _____

Subject _____

The following points may be discussed during the pre-observation conference depending on the experience.

1. List your leadership and management goals for this experience. What do you want the stakeholders to learn or take away from this experience?
2. Describe your plan. Include strategies, activities, grouping of stakeholders, materials and resources you will use. (Please attach a copy of stakeholder handouts; i.e., guided practice, independent practice, etc.)
3. Describe any modifications you will make to accommodate specific stakeholders.
- 4a. During the experience, how will you monitor progress (formative assessment)?
- 4b. How will you assess/measure progress toward the stated objectives (summative assessment)?
5. Is there anything else, either about your stakeholders or the experience, which you would like an observer to know?
- 6a. Based on this Plan, which standards from the Multidimensional rubric would you like the observer to focus on?
- 6b. What components have you received ratings on this year?

Exhibit A.2
WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT
Post-Observation Form

Principal _____ **Date** _____

Grade Level(s) _____ **Subject** _____

The following points will be discussed during the post-observation conference.

1. Compare your expectations for the experience with how it actually went.
2. To what extent were the leadership or managerial goals met?
3. Did you make any modifications to your plan during the experience?
4. Describe any changes you would make if you were to deliver this experience again to the same group of stakeholders.
5. What can the observer do to support your professional growth?

Exhibit B
WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT
Observation Summary

Principal _____ **Date of Observation** _____

School _____

Observer Name _____

Principal's Status: Probationary Year: _____ **Tenured:** _____

Brief Narrative (Objective of the experience, etc.):

Please indicate below the standards on which the observation is based.

Domain 1: Shared Vision of Learning		Domain 2: School Culture and Instructional Program	
	Rubric Scores and Evidence		Rubric Scores and Evidence
1a. – Culture		2a. Culture	
1b – Sustainability		2b. Instructional Program	
		2c. Capacity Building	
		2d. Sustainability	
		2e. Strategic Planning Process	
Domain 3: Safe, Efficient, Effective Learning Environment		Domain 4: Community	
3a. Capacity Building		4a. Strategic Planning Process: Inquiry	
3b. Culture		4b. Culture	
3c. Sustainability		4c. Sustainability	
3d. Instructional Program			
Domain 5: Integrity, Fairness, Ethics		Domain 6: Political, Social, Economic, Legal and Cultural Context	
5a. Sustainability		6a. Sustainability	
5b. Culture		6b. Culture	

Areas of Strength:

Areas for Further Development:

Principal's signature indicates only that the Principal has read this report.

Principal's Signature* _____ **Date** _____

Principal's Signature* _____ **Date** _____

*Electronic signature permissible.

Exhibit C

Wheatland-Chili Central School District

Administrator's Performance Review

Name: _____

Date: _____



2012-2013

Appendix I

WCCSD Administrative Performance Standards and Criteria

PART I – JOB RESPONSIBILITIES

DOMAIN #1: An administrator is an educational leader who promotes the success of all students facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. (Shared Vision of Learning)

The administrator

- a. Uses appropriate data to set priorities and establish high, concrete goals in the context of improving student achievement.
- b. Considers new and more effective ways of doing things based on research and/or best-known practices.
- c. Articulates and promotes high expectations for teaching and student learning.
- d. Aligns the educational programs, plans, and actions to the district's vision and goals for student learning.
- e. Acts as a driving force behind major initiatives.

Evidence:

Reflection:

Domain 1: Shared Vision of Learning	
	Rubric Scores
1a. – Culture	
1b – Sustainability	
Domain 1 Rubric Scores	/2
Domain 1 Average	

DOMAIN #2: An administrator is an educational leader who promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional development. (School Culture and Instructional Program)

The administrator

- a. Provides leadership for assessing, developing, and improving school environment and culture.
- b. Systematically and fairly recognizes and celebrates accomplishments of teachers, staff, and students.
- c. Provides leadership, encouragement, opportunities, and structure for staff to continually design more effective teaching and learning experiences for all students.
- d. Monitors and evaluates the effectiveness of curriculum, instruction and assessment.
- e. Evaluates staff and provides ongoing coaching for improvement.
- f. Ensures that staff has necessary professional development opportunities that directly enhance their performance and improve student learning.
- g. Uses current research and theory about effective schools and leadership to develop and revise his/her professional growth plan.
- h. Promotes collaboration with all stakeholders.
- i. Is easily accessible and approachable to students, staff and community.
- j. Is highly visible and engaged in the school.
- k. Articulates the desired school culture and shows evidence about how it is reinforced.

Evidence:

Reflection:

Domain 2: School Culture and Instructional Program	
	Rubric Scores
2a. Culture	
2b. Instructional Program	
2c. Capacity Building	
2d. Sustainability	
2e. Strategic Planning Process	
Domain 2 Rubric Scores	/5
Domain 2 Average	

DOMAIN #3: An administrator is an educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment. (Safe, Efficient, Effective Learning Environment)

The administrator

- a. Complies with state and federal mandates and local board policies.
- b. Interviews and recommends teachers and staff to support quality instruction.
- c. Protects instructional time from unnecessary distractions and interruptions.
- d. Addresses current potential problems in a timely manner.
- e. Manages fiscal and physical resources of the school responsibly, efficiently, and effectively.
- f. Designs and manages operational procedures to maximize opportunities for successful learning.
- g. Communicates effectively with both internal and external audiences about the operations of the school.

Evidence:

Reflection:

Domain 3: Safe, Efficient, Effective Learning Environment	
3a. Capacity Building	
3b. Culture	
3c. Sustainability	
3d. Instructional Program	
Domain 3 Rubric Scores	/4
Domain 3 Average	

DOMAIN #4: An administrator is an educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interests and needs and mobilizing community resources. (Community)

The administrator

- a. Engages family and community by enhancing shared responsibility for student learning and support of the school.
- b. Promotes and supports a governance structure for family and community involvement in the school.
- c. Facilitates the connections of students and families to the health and social services that are needed to stay focused on learning.
- d. Establishes with staff a school culture that welcomes and honors parents and seeks ways to engage them in their children's learning.

Evidence:

Reflection:

Domain 4: Community	
4a. Strategic Planning Process: Inquiry	
4b. Culture	
4c. Sustainability	
Domain 4 Rubric Scores	/3
Domain 4 Average	

DOMAIN #5: An administrator is an educational leader who promotes the success of all students by acting with integrity, fairness, and in an ethical manner. (Integrity, Fairness, Ethics)

The administrator

- a. Demonstrates ethical and professional behavior.
- b. Adopts values, beliefs, and attitudes that inspire others to higher levels of performance.
- c. Maintains caring relationships with teachers and staff.
- d. Demonstrates appreciation for and sensitivity to diversity in the school community.
- e. Adapts leadership behavior to the needs of the current situation.
- f. Is respectful of divergent opinions.

Evidence:

Reflection:

Domain 5: Integrity, Fairness, Ethics	
5a. Sustainability	
5b. Culture	
Domain 5 Rubric Scores	/2
Domain 5 Average	

DOMAIN #6: An administrator is an educational leader who promotes the success of all students by understanding the profile of the community and responding to and influencing the larger political, social, economic, legal, and cultural context. (Political, Social, Economic, Legal, and Cultural Context)

The administrator

- a. Collaborates with service providers and other decision-makers to improve teaching and learning.
- b. Advocates for the welfare of all members of the learning community.
- c. Respects the varied dynamics of decision-making and designs appropriate strategies to reach desired goals.

Evidence:

Reflection:

Domain 6: Political, Social, Economic, Legal and Cultural Context	
6a. Sustainability	
6b. Culture	
Domain 6 Rubric Scores	/2
Domain 6 Average	

PART II – OVERALL SUMMARY

Domains	Average (from above)
1. Shared Vision of Learning	
2. School Culture and Instructional Program	
3. Safe, Efficient, Effective Learning Environment	
4. Community	
5. Integrity, Fairness, Ethics	
6. Political, Social, Economic, Legal and Cultural Context	
Subtotal	
Divide by the number of Domains (divided by 6)	
FINAL RUBRIC SCORE	

Rating:

Highly Effective:	60 through 59	4.000 – 3.500
Effective:	58 through 57	3.499 – 2.500
Developing:	56 through 50	2.499 – 1.500
Ineffective:	49 through 0	1.499 – 1.000

For a Highly Effective rating, Principals are unable to score “1” or “2” in any category. For an Effective rating, Principals are unable to score “1” in any category.

HEDI Rating: _____ **Points Conversion (out of 60):** _____

Significant Achievements:

Areas for Growth:

Administrator Comments:

Superintendent Comments:

Recommendation for Continuous Improvement (check one)

- ☐ New Job Targets
- ☐ Principal Improvement Plan

Evaluation Period: July 1, 2012 – June 30, 2013

Administrator's Signature: _____

Date: _____

Superintendent' Signature: _____

Date: _____

LEADERSHIP GROWTH PLAN

Please identify performance growth goals tied to District and professional goals.

Professional Goal	Domain #	Action Steps	Timeline	Evidence of Progress Toward Success	Reflection

Leadership Growth Plan Reviewed By:

Supervisor Observation and Coaching Sessions:

_____	Date _____	_____	Date _____
_____	Date _____	_____	Date _____
_____	Date _____	_____	Date _____
_____	Date _____	_____	Date _____

Exhibit D
District-Wide Teacher Evaluation Process

Teachers	60% APPR Rubric	20% Growth (SLO or SED Provided)		20% Locally Selected
K-2 ELA	X	SLO	Pre/Post Test	3 rd Party
3 ELA	X	SLO	Pre/ELA 3	3 rd Party
4-8 ELA	X	SED Provided		3 rd Party
9 ELA	X	SLO	Pre/Post Test	3 rd Party
10 ELA	X	SLO	Pre/Post Test	3 rd Party
11 ELA	X	SLO	Pre/Regents	3 rd Party
12 ELA	X	SLO	Pre/Post Test	3 rd Party
K-2 Math	X	SLO	Pre/Post Test	3 rd Party
3 Math	X	SLO	Pre/Math 3	3 rd Party
4-8 Math	X	SED Provided		3 rd Party
Integrated Algebra	X	SLO	Pre/Regents	3 rd Party
Geometry	X	SLO	Pre/Regents	3 rd Party
Algebra 2/Trig	X	SLO	Pre/Regents	3 rd Party
6-7 Science	X	SLO	Pre/Post Test	3 rd Party
4, 8 Science	X	SLO	Pre/Science 4, 8	3 rd Party
Living Environment	X	SLO	Pre/Regents	3 rd Party
Chemistry	X	SLO	Pre/Regents	3 rd Party
Earth Science	X	SLO	Pre/Regents	3 rd Party
Physics	X	SLO	Pre/Regents	3 rd Party
6-8 Social Studies	X	SLO	Pre/Post Test	3 rd Party
9 Global	X	SLO	Pre/Post Test	3 rd Party
10 Global	X	SLO	Pre/Regents	3 rd Party
US History	X	SLO	Pre/Regents	3 rd Party
Economics	X	SLO	Pre/Post Test	3 rd Party
PIG	X	SLO	Pre/Post Test	3 rd Party
Business	X	SLO	Pre/Post Test	3 rd Party
Technology	X	SLO	Pre/Post Test	3 rd Party
Art	X	SLO	Pre/Post Test	3 rd Party
Music	X	SLO	Pre/Post Test	3 rd Party
Health	X	SLO	Pre/Post Test	3 rd Party
Physical Education	X	SLO	Pre/Post Test	3 rd Party
Family and Consumer Science	X	SLO	Pre/Post Test	3 rd Party
Library	X	SLO	Pre/Post Test	3 rd Party
LOTE	X	SLO	Pre/Post Test	3 rd Party
Special Education	X	SLO	Pre/Post Test	3 rd Party

Exhibit E
STUDENT LEARNING OBJECTIVES

Population																																																																																		
Learning Content																																																																																		
Interval	2012-2013 School Year																																																																																	
Evidence (Available Assessment Data)																																																																																		
Baseline (Pre-Assessment Data)																																																																																		
Target(s)	<p>_____ % of students will meet or exceed their individual target on the final assessment, demonstrating their improvement on _____.</p> <p>Pre-Assessment Score Target Score</p>																																																																																	
HEDI Scoring*	<ul style="list-style-type: none"> Highly Effective = 85% of students or more will meet or exceed their target goal on the summative assessment. Effective = 65-84% of students will meet or exceed their target goal on the summative assessment. Developing = 55-64% of students will meet or exceed their target goal on the summative assessment. Ineffective = 54% or fewer students will meet or exceed their target goal on the summative assessment. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th colspan="3" style="text-align: center;">Highly Effective</th> <th colspan="9" style="text-align: center;">Effective</th> <th colspan="6" style="text-align: center;">Developing</th> <th colspan="2" style="text-align: center;">Ineffective</th> </tr> <tr> <td style="text-align: center;">20</td><td style="text-align: center;">19</td><td style="text-align: center;">18</td> <td style="text-align: center;">17</td><td style="text-align: center;">16</td><td style="text-align: center;">15</td><td style="text-align: center;">14</td><td style="text-align: center;">13</td><td style="text-align: center;">12</td><td style="text-align: center;">11</td><td style="text-align: center;">10</td><td style="text-align: center;">9</td> <td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td> <td style="text-align: center;">2</td><td style="text-align: center;">1</td><td style="text-align: center;">0</td> </tr> <tr> <td style="text-align: center;">97-100%</td><td style="text-align: center;">96-92%</td><td style="text-align: center;">91%-85%</td> <td style="text-align: center;">84%</td><td style="text-align: center;">83-81%</td><td style="text-align: center;">80-79%</td><td style="text-align: center;">78-76%</td><td style="text-align: center;">75-74%</td><td style="text-align: center;">73-72%</td><td style="text-align: center;">71-69%</td><td style="text-align: center;">68-67%</td><td style="text-align: center;">66-65%</td> <td style="text-align: center;">64%</td><td style="text-align: center;">63-62%</td><td style="text-align: center;">61-60%</td><td style="text-align: center;">59-58%</td><td style="text-align: center;">57-56%</td><td style="text-align: center;">55%</td> <td style="text-align: center;">54</td><td style="text-align: center;">53-27%</td><td style="text-align: center;">0-26%</td> </tr> </table>																				Highly Effective			Effective									Developing						Ineffective		20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0	97-100%	96-92%	91%-85%	84%	83-81%	80-79%	78-76%	75-74%	73-72%	71-69%	68-67%	66-65%	64%	63-62%	61-60%	59-58%	57-56%	55%	54	53-27%	0-26%
Highly Effective			Effective									Developing						Ineffective																																																																
20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0																																																														
97-100%	96-92%	91%-85%	84%	83-81%	80-79%	78-76%	75-74%	73-72%	71-69%	68-67%	66-65%	64%	63-62%	61-60%	59-58%	57-56%	55%	54	53-27%	0-26%																																																														
Rationale																																																																																		

*Noted percentages are in whole numbers. See **Scoring Band – Growth Using Comparable Measure** above for percentages calculated to hundredths of a percent.

Exhibit F
STUDENT LEARNING OBJECTIVES (SLO) – DATA COLLECTION

Target: _____% of students will meet or exceed their individual target on the final assessment, demonstrating their improvement on _____ _____ INSERT		HISTORICAL DATA (Will differ by content area or grade level, if any)		PRE-ASSESSMENT	INDIVIDUAL TARGET	POST-ASSESSMENT	RESULTS
CLASS/COURSE NAME:		<i>Insert description of assessments below:</i>					<i>AVG: (insert % that met target)</i>
Student Name	Class						Met Target (Yes/No)
Student 1							
Student 2							
Student 3							
Student 4							
Student 5							
Student 6							
Student 7							
Student 8							
Student 9							
Student 10							

Exhibit G
LOCALLY SELECTED MEASURE – DATA COLLECTION

Target: _____% of students will meet or exceed their individual target on the final assessment, demonstrating their improvement on _____ _____ INSERT		HISTORICAL DATA (Will differ by content area or grade level, if any)		PRE-ASSESSMENT	INDIVIDUAL TARGET	POST-ASSESSMENT	RESULTS
CLASS/COURSE NAME:		<i>Insert description of assessments below:</i>					<i>AVG: (insert % that met target)</i>
Student Name	Class						Met Target (Yes/No)
Student 1							
Student 2							
Student 3							
Student 4							
Student 5							
Student 6							
Student 7							
Student 8							
Student 9							
Student 10							

Exhibit H
WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT
Annual Professional Performance Review
Principal Improvement Plan

Name: _____

School: _____

Date: _____

Duration of Plan: _____

Date(s) of Follow-up Meeting(s): _____

Area(s) in Need of Improvement (Aligned with APPR Component, if applicable)	Action Plan (Description of Professional Learning Activities)	Resources to be Provided	Assessment of Improvement

To be signed when PIP is initiated:	Follow-up Meeting	Follow-up Meeting	Follow-up Meeting
Principal: _____	Date: _____	Date: _____	Date: _____
Union Representative: _____	Improvement Noted	Improvement Noted	Improvement Noted
Superintendent: _____	Circle: YES NO	Circle: YES NO	Circle: YES NO
	Principal: _____	Principal: _____	Principal: _____
	Union Rep.: _____	Union Rep.: _____	Union Rep.: _____
	Supt.: _____	Supt.: _____	Supt.: _____

☐ **Satisfactory Completion**

☐ **Continuation of Plan**

Principal: _____

Union Representative: _____

Superintendent: _____

(Please initial)

Exhibit I
WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT
Annual Professional Performance Review
Appeal Request

I, _____, hereby request an appeal of my annual professional performance review.

Reason for Appeal (Check One):

☐ The substance of the Principal's annual professional performance review.

The District's failure to adhere to the standards and methodologies required for:

☐ The annual professional performance review under Education Law §3012c;

☐ Applicable rules and regulations of the Commissioner of Education, or

☐ The procedures negotiated with the Association for the annual professional performance review

☐ The District's issuance or implementation of a Principal Improvement Plan (PIP) issued pursuant Education Law §3012c.

☐ Score of Developing or Ineffective on APPR component where agreement cannot be reached.

Contents of Appeal (Please attach all necessary documentation):

When filing an appeal, the Principal must submit a detailed written description of the specific areas of disagreement over his/her annual professional performance review, or the issuance and/or implementation of the terms of his or her improvement plan and any additional documents or materials relevant to the appeal. The appeal must be delivered by the Principal or Unit to the District Superintendent (or designee) within the prescribed timeline.

Any information not submitted at the time of the appeal is filed shall not be considered.

Principal's Signature

Date

Exhibit J
Multidimensional Principal Performance Rubric